

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Assignment

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Micasa Trading Corporation d/b/a Impex System Group, Inc.		12/01/2011	CORPORATION: FLORIDA

RECEIVING PARTY DATA

Name:	The Hillman Group, Inc.
Street Address:	10590 Hamilton Avenue
City:	Cincinnati
State/Country:	OHIO
Postal Code:	45231-0012
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	2730157	SHIELD
Registration Number:	3650227	READYNAIL
Registration Number:	1734359	OOK
Registration Number:	3948485	HEAVYHOLD
Registration Number:	3783103	WILL NOT DAMAGE YOUR WALLS
Registration Number:	3645324	
Registration Number:	3859617	
Registration Number:	3859618	
Registration Number:	3859619	
Serial Number:	85297639	TIDY TINS

CORRESPONDENCE DATA

Fax Number: (212)492-0754
 Email: aashville@paulweiss.com, ashevell@paulweiss.com

900208819

**TRADEMARK
 REEL: 004672 FRAME: 0660**

CH \$265.00 2730157

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Adam Shevell
Address Line 1: 1285 Avenue of the Americas
Address Line 4: New York, NEW YORK 10019-6064

ATTORNEY DOCKET NUMBER:	19460-006
NAME OF SUBMITTER:	Adam Shevell
Signature:	/A. Shevell/
Date:	12/06/2011

Total Attachments: 5

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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made and entered into as of December 1, 2011, by Micasa Trading Corporation d/b/a Impex System Group, Inc., a Florida corporation ("Assignor"), in favor of The Hillman Group, Inc., a Delaware corporation ("Assignee"). Capitalized terms used but not defined herein have the meanings assigned to them in the Asset Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"), by and among Assignor, Assignee and the other parties thereto.

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to sell, convey, assign and transfer to Assignee all of its right, title and interest in and to the Business Intellectual Property including, without limitation, the trademarks and trademark applications listed on Schedule 1 attached hereto (the "Trademarks"); and

WHEREAS, the parties wish to execute this Assignment for purposes of transferring the Trademarks pursuant to the Purchase Agreement and filing this Assignment with the United States Patent and Trademark Office and all applicable foreign intellectual property offices, as may be necessary to effectuate the assignment and transfer of the Trademarks to Assignee.

NOW, THEREFORE, in consideration of the promises and the mutual representations, warranties, covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignor hereby assigns, transfers, conveys and delivers to Assignee all of its right, title and interest in and to (a) each of the Trademarks and all applications and registrations thereof throughout the world, (b) the goodwill of the business symbolized by and associated with the Trademarks, and (c) all rights to proceeds of the foregoing, including, without limitation, any claim by Assignor against third parties for past, present, or future infringement of the Trademarks.

2. Assignor hereby acknowledges and agrees that from and after the date hereof, Assignee shall be the exclusive owner of the Trademarks.

3. As further set forth in the Purchase Agreement, Assignor shall, at Assignee's reasonable request, take such further action and execute such additional agreements and instruments as may be necessary to effect the assignment contemplated hereby and to perfect Assignee's title in and to the Trademarks. In addition, Assignor shall provide Assignee and its successors, assigns and legal representatives reasonable cooperation and assistance, at Assignee's request and sole cost and expense, in the prosecution or defense of any proceeding that may arise in connection with any of the rights assigned hereby.

4. In the event of a conflict or inconsistency between the provisions of this Assignment and the provisions of the Purchase Agreement, the provisions of the Purchase Agreement shall prevail.

5. Assignor is the owner of US Trademark Application Serial Number 85/032,534 (the "534 Application"), an intent to use application for the mark TIDY TINS for plastic containers, and hereby represents that the 534 Application does not constitute Business Intellectual Property. Despite the foregoing, Assignor will permit the 534 Application to become abandoned by failing to file proof of use of the mark and will not use the TIDY TINS mark in any way without written permission of Assignee.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly authorized and executed as of the date hereof.

MICASA TRADING CORPORATION

By: David Weck
Name: DAVID WECK
Title: PRESIDENT

THE HILLMAN GROUP, INC.


By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly authorized and executed as of the date hereof.

MICASA TRADING CORPORATION

By: _____
Name:
Title:

THE HILLMAN GROUP, INC.

By:  _____
Name: Anthony A. Vasconcellos
Title: Chief Financial Officer

[Signature page to the Trademark Assignment]

SCHEDULE 1**Trademarks**

MARK	MARK DRAWING CODE	SERIAL NUMBER	FILING DATE	REGISTRATION NUMBER	REGISTRATION DATE	OWNER
SHIELD	(1) Typed Drawing	76279732	7/2/01	2730157	6/24/03	Assignor
ReadyNail	(4) Standard Character Mark	77618572	11/20/08	3650227	7/7/09	Assignor
OOK	(5) Words, Letters, and/or Numbers in Stylized Form	74239598	1/23/92	1734359	11/24/92	Assignor
HEAVYHOLD	(4) Standard Character Mark	77777176	7/9/09	3948485	4/19/11	Assignor
WILL NOT DAMAGE YOUR WALLS	(4) Standard Character Mark	76695955	2/24/09	3783103	5/4/10	Assignor
<i>Shield Shape</i>	(2) Design Only	76693501	10/8/08	3645324	6/30/09	Assignor
Ook Pro Shape (single hole)	(2) Design Only	77919657	1/25/10	3859617	10/12/10	Assignor
Ook Pro Shape (2-hole "50#")	(2) Design Only	77919663	1/25/10	3859618	10/12/10	Assignor
Ook Pro Shape (3-hole)	(2) Design Only	77919666	1/25/10	3859619	10/12/10	Assignor
TIDY TINS	(3) Design Plus Words, Letters, and/or Numbers	85297639	4/18/11			Assignor
Shield		1,126,944	Filed in Canada on 1/2/02	TMA636,611	4/1/05	Assignor
Shield		002521001	Filed with European Community on 1/2/02	002521011	6/13/03	Assignor